

BILL NO. R-97-07-04

RESOLUTION NO. R-42-97

**A RESOLUTION APPROVING THE PURCHASE
OF CERTAIN REAL ESTATE FOR THE FORT
WAYNE FIRE DEPARTMENT AND STREET
DEPARTMENT.**

WHEREAS, the Board of Public Works approved the purchase of five (5) parcels of property on April 30, 1997; and

WHEREAS, four (4) parcels are for the future construction of new fire stations to service annexation areas and one (1) parcel is for the construction of a Street Department sub-station; and

WHEREAS, said parcels of property to be purchased are listed as follows:

<u>LOCATION</u>	<u>PURCHASE PRICE</u>	<u>PURPOSE</u>
11330 Coldwater Road 3.77 Acres	\$105,000.00	Fire Station
Dupont Road Estates 1.5 Acres	\$125,000.00	Fire Station
Liberty Mills (24 at I-69)	\$225,000.00	Fire Station
Scott Rd./Covington Rd.	\$123,000.00	Fire Station
Bass Road .5 Acres	\$125,000.00	Street Department Annex

WHEREAS, Section 37.19 of the Municipal Code of the City of Fort Wayne, Indiana, requires the approval of the Common Council for the purchase of real estate by the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE
CITY OF FORT WAYNE, INDIANA:**


SECTION 1. The purchase of four (4) properties for the future construction of new fire stations to service annexation areas and to construct a Street Department sub-station is hereby approved and agreed to. The appropriate officials of the City are hereby authorized to execute all

documents necessary to accomplish said purchase.

SECTION 2. This Resolution shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.


Council Member

APPROVED AS TO FORM
AND LEGALITY


J. Timothy McAulay, City Attorney

ker _____ (# _____) By _____
broker) (Limited agent)
er Harding Dahm & Company (# _____) By Richard P. Quillin
roker) (Seller's subagent) (Limited agent)

Date: April 14, 1997

PURCHASE AGREEMENT COMMERCIAL-INDUSTRIAL REAL ESTATE

1. **PARTIES:** Rodney and Mary Jo Butler ("Seller")
2. agrees to sell and convey to City of Fort Wayne, Or Its Assigns ("Buyer")
3. and Buyer agrees to buy from Seller the following property for the consideration and upon and subject to the terms, provisions, and
4. conditions hereinafter set forth.
5. **PROPERTY:** The property commonly known as 11330 Coldwater Road containing 3.77 acres
6. is a tract of land situated in the City of Fort Wayne Allen
7. County, Indiana, together with all buildings and permanent improvements and fixtures attached thereto; and all privileges, and
8. appurtenances pertaining thereto include any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way, Seller's
9. interest in and to all leases or rents, and security deposits. Seller's interest in and to all licenses and permits with respect to the property.
10. Seller's interest in all service, maintenance, management or other contracts relating to the ownership or operation of the property, and
11. Seller's interest in all warranties or guaranties relating to the Party being sold; all of the above hereinafter collectively called "Property,"
12. and whose legal description is (Below) (Contained on Exhibit "A" attached hereto and incorporated herein):
13. See Exhibit A attached hereto.
14.
15. The metes and bounds description determined by the survey of the Property hereinafter provided for will replace Exhibit "A" attached
16. hereto in the event it should differ from the attached exhibit. Any Property to be excluded from this sale should be set forth under
17. Additional Provisions in Paragraph 5.
18. **PRICE:** The total purchase price shall be One Hundred Five Thousand and No/100
19. (\$ 105,000.00), payable in (cash at closing) (accordance with the terms and conditions stated in this Agreement).
20. **EARNEST MONEY:** \$ 5,000.00
21. Harding Dahm & Company, Inc. is herewith tendered and is to be deposited as Earnest Money with
22. If this Agreement is terminated by the Buyer, with cause as specified herein and within the applicable time period, the earnest money
23. shall be returned to the Buyer.
24. **ADDITIONAL PROVISIONS:**
25.
26.
27. See Contingencies on Exhibit B attached hereto.
28.
29.
30.
31.
32.
33.
34.
35.
36.
37. Included in this Agreement are the following addendums: (Place an X on the lines that are appropriate)
38. ☐ Financing Addendum ☐ Feasibility Study Addendum
39. ☐ Apartment/Multi-Tenant Addendum ☐ Representations & Warranties
40. ☐ Zoning/Governmental Approval Addendum ☐ of Seller Addendum
41. ☐ Tax Deferred Exchange Addendum
42. **CLOSING:** The closing of the sale (the "Closing Date") shall take place at the Title Company who insures this transaction or at
43. such place as agreed by Seller and Buyer on or before August 31, July 31 19 97, or within 15 days
44. after all contingencies of Exhibit B are met, whichever is later, unless such date is changed
in writing by Seller and Buyer, or otherwise extended as herein provided.
45. **POSSESSION:** The possession of the Property shall be delivered to Buyer (at closing) or (See Exhibit B "Sellers
46. Option to Rent) subject to tenant's rights, if applicable, in its present condition, ordinary wear and tear excepted.
47. Seller agrees to maintain the Property and related equipment in good condition until possession is delivered to Buyer.
48. **INSPECTIONS:** Inspections shall be handled in accordance with paragraph A and B
49. as set forth below: (Insert A and/or B or C)
50. **A. BUYER RESERVES THE RIGHT TO HAVE AN ENVIRONMENTAL INSPECTION.** Environmental inspections shall be made
51. within 60 days after offer is accepted by both parties with written reports delivered
52. to the Seller and Buyer within 5 days thereafter. Said inspections are to be at Buyer's expense by qualified inspectors or
53. contractors, selected by Buyer, with a written report showing no environmental problems or violations. Inspections may include but
54. are not limited to the presence of asbestos, hazardous and/or toxic materials, and underground storage tanks. If the Buyer does not make
55. a written objection to any problem(s) revealed in the report within 5 days of its receipt, the Property shall be deemed to be
56. acceptable. If the Buyer, in its reasonable discretion, believes that the inspection report reveals a major problem with the Property
57. and the Seller is unable or unwilling to remedy the problem to the Buyer's reasonable satisfaction, then this Agreement may be
58. terminated by the Buyer or such problem shall be waived by the Buyer and the transaction shall proceed towards closing.
59. **B. BUYER RESERVES THE RIGHT TO HAVE THE PROPERTY INSPECTED.** All inspections shall be made within 60
60. days after offer is accepted by both parties with written reports delivered to the Seller and Buyer within
61. 5 days thereafter. Said inspections are to be at Buyer's expense by qualified inspectors or contractors, selected by Buyer,
62. with a written report showing said items to be in satisfactory condition. Inspections may include but are not limited the condition of
63. the following systems and components: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement,
64. crawl space, well, septic, other: _____
65. If the Buyer does not make a written objection to any problem(s) revealed in the report within 5 days of its receipt, the Property
66. shall be deemed to be acceptable. If the Buyer, in its reasonable discretion, believes that the inspection report reveals a major
67. problem with the Property and the Seller is unable or unwilling to remedy the problem to the Buyer's reasonable satisfaction, then
68. this Agreement may be terminated by the Buyer or such problem shall be waived by the Buyer and the transaction shall proceed
towards closing.
69. **C. BUYER HAS BEEN MADE AWARE THAT INDEPENDENT INSPECTIONS DISCLOSING THE CONDITION OF THE PROPERTY**
70. **ARE AVAILABLE AND HAS BEEN AFFORDED THE OPPORTUNITY TO REQUIRE AS A CONDITION OF THE AGREEMENT**
71. **THE ABOVE MENTIONED INSPECTIONS.** However, Buyer hereby waives inspections and relies upon the condition of the
72. Property based upon his own examination and releases the Seller, the Listing and Selling Brokers and all salespersons associated
73. with said Brokers from any and all liability relating to any defect or deficiency affecting the Property, which release shall survive the
74. closing.



A. Listing Broker _____ (# _____) By _____
as (Seller's broker) (Limited agent)

B. Selling Broker Harding Dahm & Company (# _____) By Richard P. Quillin
as (Buyer's broker) (Seller's subagent) (Limited agent)

Date: 12-17-96

PURCHASE AGREEMENT
COMMERCIAL-INDUSTRIAL REAL ESTATE

1. **1. PARTIES:** OAK CREEK ESTATES, INC. ("Seller")
2. agrees to sell and convey to City of Fort Wayne, or its assigns ("Buyer")
3. and Buyer agrees to buy from Seller the following property for the consideration and upon and subject to the terms, provisions, and
4. conditions hereinafter set forth.
5. **2. PROPERTY:** The property commonly known as 1.5 acres on Dupont Road
6. is a tract of land situated in the City of Fort Wayne, Allen
7. County, Indiana, together with all buildings and permanent improvements and fixtures attached thereto; and all privileges, and
8. appurtenances pertaining thereto include any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way, Seller's
9. interest in and to all leases or rents, and security deposits. Seller's interest in and to all licenses and permits with respect to the property,
10. Seller's interest in all service, maintenance, management or other contracts relating to the ownership or operation of the property, and
11. Seller's interest in all warranties or guarantees relating to the Party being sold; all of the above hereinafter collectively called "Property,"
12. and whose legal description is (Below) (Contained on Exhibit "A" attached hereto and incorporated herein):
13. Legal description to follow.
14.
15. The metes and bounds description determined by the survey of the Property hereinafter provided for will replace Exhibit "A" attached
16. hereto in the event it should differ from the attached exhibit. Any Property to be excluded from this sale should be set forth under
17. Additional Provisions in Paragraph 5.
18. **3. PRICE:** The total purchase price shall be One Hundred Twenty-Five Thousand and No/100
19. (\$125,000.00), payable in (cash at closing) (accordance with the terms and conditions stated in this Agreement).
20. **4. EARNEST MONEY:** \$ 5,000.00 is herewith tendered and is to be deposited as Earnest Money with
21. _____ as Escrow Agent, upon execution of this Agreement by both parties.
22. If this Agreement is terminated by the Buyer, with cause as specified herein and within the applicable time period, the earnest money
23. shall be returned to the Buyer.
24. **5. ADDITIONAL PROVISIONS:**
25.
26. See Contingencies attached at Exhibit B.
27.
28.
29.
30.
31.
32.
33.
34.
35.
36. Included in this Agreement are the following addendums: (Place an X on the lines that are appropriate)
37. ☐ Financing Addendum ☐ Feasibility Study Addendum
38. ☐ Apartment/Multi-Tenant Addendum ☐ Representations & Warranties
39. ☐ Zoning/Governmental Approval Addendum ☐ of Seller Addendum
40. ☐ Tax Deferred Exchange Addendum
41. **6. CLOSING:** The closing of the sale (the "Closing Date") shall take place at the Title Company who insures this transaction or at
42. such place as agreed by Seller and Buyer on or before July 31, 19 97 or within 15 days
43. after all contingencies in Exhibit B are met, whichever is later, unless such date is changed
44. in writing by Seller and Buyer, or otherwise extended as herein provided.
45. **7. POSSESSION:** The possession of the Property shall be delivered to Buyer (at closing) XXXXXXXXXX XXXXXXXXXXXXXXXXXXXX
46. XXXXXXXXXXXXXXXXXXXXXXXXXX subject to tenant's rights, if applicable, in its present condition, ordinary wear and tear excepted.
47. Seller agrees to maintain the Property and related equipment in good condition until possession is delivered to Buyer.
48. **8. INSPECTIONS:** Inspections shall be handled in accordance with paragraph A and B
49. as set forth below: (Insert A and/or B or C)
50. **A. BUYER RESERVES THE RIGHT TO HAVE AN ENVIRONMENTAL INSPECTION.** Environmental inspections shall be made
51. within 60 days after offer is accepted by both parties with written reports delivered
52. to the Seller and Buyer within 5 days thereafter. Said inspections are to be at Buyer's expense by qualified inspectors or
53. contractors, selected by Buyer, with a written report showing no environmental problems or violations. Inspections may include but
54. are not limited to the presence of asbestos, hazardous and/or toxic materials, and underground storage tanks. If the Buyer does not make
55. a written objection to any problem(s) revealed in the report within 5 days of its receipt, the Property shall be deemed to be
56. acceptable. If the Buyer, in its reasonable discretion, believes that the inspection report reveals a major problem with the Property
57. and the Seller is unable or unwilling to remedy the problem to the Buyer's reasonable satisfaction, then this Agreement may be
58. terminated by the Buyer or such problem shall be waived by the Buyer and the transaction shall proceed towards closing.
59. **B. BUYER RESERVES THE RIGHT TO HAVE THE PROPERTY INSPECTED.** All inspections shall be made within 60
60. days after offer is accepted by both parties with written reports delivered to the Seller and Buyer within
61. 5 days thereafter. Said inspections are to be at Buyer's expense by qualified inspectors or contractors, selected by Buyer,
62. with a written report showing said items to be in satisfactory condition. Inspections may include but are not limited the condition of
63. the following systems and components: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement,
64. crawl space, well, septic, other: _____
65. If the Buyer does not make a written objection to any problem(s) revealed in the report within 5 days of its receipt, the Property
66. shall be deemed to be acceptable. If the Buyer, in its reasonable discretion, believes that the inspection report reveals a major
67. problem with the Property and the Seller is unable or unwilling to remedy the problem to the Buyer's reasonable satisfaction, then
68. this Agreement may be terminated by the Buyer or such problem shall be waived by the Buyer and the transaction shall proceed
towards closing.
69. **C. BUYER HAS BEEN MADE AWARE THAT INDEPENDENT INSPECTIONS DISCLOSING THE CONDITION OF THE PROPERTY**
70. **ARE AVAILABLE AND HAS BEEN AFFORDED THE OPPORTUNITY TO REQUIRE AS A CONDITION OF THE AGREEMENT**
71. **THE ABOVE MENTIONED INSPECTIONS.** However, Buyer hereby waives inspections and relies upon the condition of the
72. Property based upon his own examination and releases the Seller, the Listing and Selling Brokers and all salespersons associated
73. with said Brokers from any and all liability relating to any defect or deficiency affecting the Property, which release shall survive the
74. closing.

A. Listing Broker _____ (# _____) By _____
as (Seller's broker) (Limited agent)

B. Selling Broker Harding Dahm & Company (# _____) By Richard P. Quillin
as (Buyer's broker) (Seller's Subagent) (Limited agent)

Date: _____

PURCHASE AGREEMENT

COMMERCIAL-INDUSTRIAL REAL ESTATE

1. **1. PARTIES:** Wendy's of Fort Wayne, Inc. ("Seller")
2. agrees to sell and convey to City of Fort Wayne or its assigns ("Buyer")
3. and Buyer agrees to buy from Seller the following property for the consideration and upon and subject to the terms, provisions, and
4. conditions hereinafter set forth. bare land shown on attached Exhibit A Site Plan on
5. **2. PROPERTY:** The property commonly known as Liberty Mills Road
6. is a tract of land situated in ~~XXXXXX~~ Aboite Township, Allen County
7. County, Indiana, together with all buildings and permanent improvements and fixtures attached thereto; and all privileges, and
8. appurtenances pertaining thereto include any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way, Seller's
9. interest in and to all leases or rents, and security deposits. Seller's interest in and to all licenses and permits with respect to the property,
10. Seller's interest in all service, maintenance, management or other contracts relating to the ownership or operation of the property, and
11. Seller's interest in all warranties or guaranties relating to the Party being sold; all of the above hereinafter collectively called "Property,"
12. and whose legal description is (Below) (Contained on Exhibit "A" attached hereto and incorporated herein):
13. legal description to follow
14. _____
15. The metes and bounds description determined by the survey of the Property hereinafter provided for will replace Exhibit "A" attached
16. hereto in the event it should differ from the attached exhibit. Any Property to be excluded from this sale should be set forth under
17. Additional Provisions in Paragraph 5.
18. **3. PRICE:** The total purchase price shall be Two Hundred Twenty Five Thousand and No/100 Dollars
19. (\$ 225,000.00), payable in (cash at closing) (accordance with the terms and conditions stated in this Agreement).
20. **4. EARNEST MONEY:** \$ 5,000.00 is herewith tendered and is to be deposited as Earnest Money with
21. _____ as Escrow Agent, upon execution of this Agreement by both parties.
22. If this Agreement is terminated by the Buyer, with cause as specified herein and within the applicable time period, the earnest money
23. shall be returned to the Buyer.
24. **5. ADDITIONAL PROVISIONS:**
25. See Contingencies attached on Exhibit B.
26. _____
27. _____
28. _____
29. _____
30. _____
31. _____
32. _____
33. _____
34. _____
35. _____
36. Included in this Agreement are the following addendums: (Place an X on the lines that are appropriate)
37. ☐ Financing Addendum
38. ☐ Apartment/Multi-Tenant Addendum
39. ☐ Zoning/Governmental Approval Addendum
40. ☐ Feasibility Study Addendum
41. ☐ Representations & Warranties
42. ☐ of Seller Addendum
43. ☐ Tax Deferred Exchange Addendum
44. **6. CLOSING:** The closing of the sale (the "Closing Date") shall take place at the Title Company who insures this transaction or at
45. such place as agreed by Seller and Buyer on or before July 15 19 97, or within 15 days
46. after all contingencies are met, whichever is later, unless such date is changed
47. in writing by Seller and Buyer, or otherwise extended as herein provided.
48. **7. POSSESSION:** The possession of the Property shall be delivered to Buyer (at closing) ☒ (
49. _____) subject to tenant's rights, if applicable, in its present condition, ordinary wear and tear excepted.
50. Seller agrees to maintain the Property and related equipment in good condition until possession is delivered to Buyer.
51. **8. INSPECTIONS:** Inspections shall be handled in accordance with paragraph A + B
52. as set forth below: (Insert A and/or B or C)
53. **A. BUYER RESERVES THE RIGHT TO HAVE AN ENVIRONMENTAL INSPECTION.** Environmental inspections shall be made
54. within 60 days after offer is accepted by both parties with written reports delivered
55. to the Seller and Buyer within 5 days thereafter. Said inspections are to be at Buyer's expense by qualified inspectors or
56. contractors, selected by Buyer, with a written report showing no environmental problems or violations. Inspections may include but
57. are not limited to the presence of asbestos, hazardous and/or toxic materials, and underground storage tanks. If the Buyer does not make
58. a written objection to any problem(s) revealed in the report within 5 days of its receipt, the Property shall be deemed to be
59. acceptable. If the Buyer, in its reasonable discretion, believes that the inspection report reveals a major problem with the Property
60. and the Seller is unable or unwilling to remedy the problem to the Buyer's reasonable satisfaction, then this Agreement may be
61. terminated by the Buyer or such problem shall be waived by the Buyer and the transaction shall proceed towards closing.
62. **B. BUYER RESERVES THE RIGHT TO HAVE THE PROPERTY INSPECTED.** All inspections shall be made within 60
63. days after offer is accepted by both parties with written reports delivered to the Seller and Buyer within
64. 5 days thereafter. Said inspections are to be at Buyer's expense by qualified inspectors or contractors, selected by Buyer,
65. with a written report showing said items to be in satisfactory condition. Inspections may include but are not limited to the condition of
66. the following systems and components: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement,
67. crawl space, well, septic, other: _____
68. If the Buyer does not make a written objection to any problem(s) revealed in the report within 5 days of its receipt, the Property
69. shall be deemed to be acceptable. If the Buyer, in its reasonable discretion, believes that the inspection report reveals a major
70. problem with the Property and the Seller is unable or unwilling to remedy the problem to the Buyer's reasonable satisfaction, then
71. this Agreement may be terminated by the Buyer or such problem shall be waived by the Buyer and the transaction shall proceed
72. towards closing.
73. **C. BUYER HAS BEEN MADE AWARE THAT INDEPENDENT INSPECTIONS DISCLOSING THE CONDITION OF THE PROPERTY**
74. **ARE AVAILABLE AND HAS BEEN AFFORDED THE OPPORTUNITY TO REQUIRE AS A CONDITION OF THE AGREEMENT**
75. **THE ABOVE MENTIONED INSPECTIONS.** However, Buyer hereby waives inspections and relies upon the condition of the
76. Property based upon his own examination and releases the Seller, the Listing and Selling Brokers and all salespersons associated
77. with said Brokers from any and all liability relating to any defect or deficiency affecting the Property, which release shall survive the
78. closing.



A. Listing Broker _____ (# _____) By _____
as (Seller's broker) (Limited agent)
B. Selling Broker Harding Dahm & Company (# _____) By Richard P. Quillin
as (Buyer's broker) (Salesperson) (Limited agent)

Date: _____

PURCHASE AGREEMENT COMMERCIAL-INDUSTRIAL REAL ESTATE

1. PARTIES: R C DEVELOPMENT CORPORATION ("Seller")
agrees to sell and convey to Richard P. Quillin, Broker for Undisclosed Buyer ("Buyer")
and Buyer agrees to buy from Seller the following property for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.
The West 300 Ft. of the South 245 Ft.
2. PROPERTY: The property commonly known as / of SE 1/4 Sect. 10 and 30N R 11 E Allen County, Indiana
is a tract of land situated in the City of Fort Wayne, Allen
County, Indiana, together with all buildings and permanent improvements and fixtures attached thereto; and all privileges, and appurtenances pertaining thereto include any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way, Seller's interest in and to all leases or rents, and security deposits. Seller's interest in and to all licenses and permits with respect to the property, Seller's interest in all service, maintenance, management or other contracts relating to the ownership or operation of the property, and Seller's interest in all warranties or guarantees relating to the Property being sold; all of the above hereinafter collectively called "Property," and ~~XXXXXX~~ (Contained on Exhibit "A" attached hereto and incorporated herein):
The metes and bounds description determined by the survey of the Property hereinafter provided for will replace Exhibit "A" attached hereto in the event it should differ from the attached exhibit. Any Property to be excluded from this sale should be set forth under Additional Provisions in Paragraph 5.
3. PRICE: The total purchase price shall be One Hundred Fifty Thousand Dollars
(\$ 150,000.00), payable in (cash at closing) (accordance with the terms and conditions stated in this Agreement).
4. EARNEST MONEY: \$ 2,000.00 is herewith tendered and is to be deposited as Earnest Money with _____ as Escrow Agent, upon execution of this Agreement by both parties.
If this Agreement is terminated by the Buyer, with cause as specified herein and within the applicable time period, the earnest money shall be returned to the Buyer.
5. ADDITIONAL PROVISIONS:
See Contingencies attached as Exhibit B.
Included in this Agreement are the following addendums: (Place an X on the lines that are appropriate)

<input type="checkbox"/> Financing Addendum	<input type="checkbox"/> Feasibility Study Addendum
<input type="checkbox"/> Apartment/Multi-Tenant Addendum	<input type="checkbox"/> Representations & Warranties of Seller Addendum
<input type="checkbox"/> Zoning/Governmental Approval Addendum	<input type="checkbox"/> Tax Deferred Exchange Addendum
6. CLOSING: The closing of the sale (the "Closing Date") shall take place at the Title Company who insures this transaction or at such place as agreed by Seller and Buyer on or before July 15, 1997, or within 15 days after all contingencies in Exhibit B are met, whichever is later, unless such date is changed in writing by Seller and Buyer, or otherwise extended as herein provided.
7. POSSESSION: The possession of the Property shall be delivered to Buyer (at closing) ~~XXXXXXXXXXXXXXXXXXXX~~ XXXXXXXXXXXXXXXXXXXX subject to tenant's rights, if applicable, in its present condition, ordinary wear and tear excepted. Seller agrees to maintain the Property and related equipment in good condition until possession is delivered to Buyer.
8. INSPECTIONS: Inspections shall be handled in accordance with paragraph A and B as set forth below: (Insert A and/or B or C)
A. BUYER RESERVES THE RIGHT TO HAVE AN ENVIRONMENTAL INSPECTION. Environmental inspections shall be made within 60 days after offer is accepted by both parties with written reports delivered to the Seller and Buyer within 5 days thereafter. Said inspections are to be at Buyer's expense by qualified inspectors or contractors, selected by Buyer, with a written report showing no environmental problems or violations. Inspections may include but are not limited to the presence of asbestos, hazardous and/or toxic materials, and underground storage tanks. If the Buyer does not make a written objection to any problem(s) revealed in the report within 5 days of its receipt, the Property shall be deemed to be acceptable. If the Buyer, in its reasonable discretion, believes that the inspection report reveals a major problem with the Property and the Seller is unable or unwilling to remedy the problem to the Buyer's reasonable satisfaction, then this Agreement may be terminated by the Buyer or such problem shall be waived by the Buyer and the transaction shall proceed towards closing.
B. BUYER RESERVES THE RIGHT TO HAVE THE PROPERTY INSPECTED. All inspections shall be made within 60 days after accepted by both parties with written reports delivered to the Seller and Buyer within 5 days thereafter. Said inspections are to be at Buyer's expense by qualified inspectors or contractors, selected by Buyer, with a written report showing said items to be in satisfactory condition. Inspections may include but are not limited to the condition of the following systems and components: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, well, septic, other:
If the Buyer does not make a written objection to any problem(s) revealed in the report within 5 days of its receipt, the Property shall be deemed to be acceptable. If the Buyer, in its reasonable discretion, believes that the inspection report reveals a major problem with the Property and the Seller is unable or unwilling to remedy the problem to the Buyer's reasonable satisfaction, then this Agreement may be terminated by the Buyer or such problem shall be waived by the Buyer and the transaction shall proceed towards closing.
C. BUYER HAS BEEN MADE AWARE THAT INDEPENDENT INSPECTIONS DISCLOSING THE CONDITION OF THE PROPERTY ARE AVAILABLE AND HAS BEEN AFFORDED THE OPPORTUNITY TO REQUIRE AS A CONDITION OF THE AGREEMENT THE ABOVE MENTIONED INSPECTIONS. However, Buyer hereby waives inspections and relies upon the condition of the Property based upon his own examination and releases the Seller, the Listing and Selling Brokers and all salespersons associated with said Brokers from any and all liability relating to any defect or deficiency affecting the Property, which release shall survive the closing.

A. Listing Broker _____ (# _____) By _____
as (Seller's broker) (Limited agent)
B. Selling Broker Harding Dahm & Company (# _____) By Richard P. Quillin
as (Buyer's broker) (Seller's Subagent) (Limited agent)

Date: _____

PURCHASE AGREEMENT
COMMERCIAL-INDUSTRIAL REAL ESTATE

1. **1. PARTIES:** JOHN V. TIPPMANN ("Seller")
2. agrees to sell and convey to City of Fort Wayne or its assigns ("Buyer")
3. and Buyer agrees to buy from Seller the following property for the consideration and upon and subject to the terms, provisions, and
4. conditions hereinafter set forth. 5 acres on Bags Road, see attached Exhibit A Site Plan
5. **2. PROPERTY:** The property commonly known as _____
6. is a tract of land situated in ~~XXXXXX~~ Aboite Township, Allen County, Indiana, together with all buildings and permanent improvements and fixtures attached thereto; and all privileges, and
7. appurtenances pertaining thereto include any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way, Seller's
8. interest in and to all leases or rents, and security deposits. Seller's interest in and to all licenses and permits with respect to the property,
9. Seller's interest in all service, maintenance, management or other contracts relating to the ownership or operation of the property, and
10. Seller's interest in all warranties or guaranties relating to the Property being sold; all of the above hereinafter collectively called "Property,"
11. and whose description is (Below) (Contained on Exhibit "A" attached hereto and incorporated herein):
12. legal description to follow
13. _____
14. _____
15. The metes and bounds description determined by the survey of the Property hereinafter provided for will replace Exhibit "A" attached
16. hereto in the event it should differ from the attached exhibit. Any Property to be excluded from this sale should be set forth under
17. Additional Provisions in Paragraph 5.
18. **3. PRICE:** The total purchase price shall be One Hundred Twenty-Five Thousand and No/100 Dollars
19. (\$ 125,000.00), payable in (cash at closing) (accordance with the terms and conditions stated in this Agreement).
20. **4. EARNEST MONEY:** \$ 5,000.00 is herewith tendered and is to be deposited as Earnest Money with
21. _____ as Escrow Agent, upon execution of this Agreement by both parties.
22. If this Agreement is terminated by the Buyer, with cause as specified herein and within the applicable time period, the earnest money
23. shall be returned to the Buyer.
24. **5. ADDITIONAL PROVISIONS:**
25. _____
26. See contingencies attached on Exhibit B.
27. _____
28. _____
29. _____
30. _____
31. _____
32. _____
33. _____
34. _____
35. _____
36. Included in this Agreement are the following addendums: (Place an X on the lines that are appropriate)
37. Financing Addendum _____ Feasibility Study Addendum
38. Apartment/Multi-Tenant Addendum _____ Representations & Warranties
39. Zoning/Governmental Approval Addendum _____ of Seller Addendum
40. _____ Tax Deferred Exchange Addendum
41. **6. CLOSING:** The closing of the sale (the "Closing Date") shall take place at the Title Company who insures this transaction or at
42. such place as agreed by Seller and Buyer on or before July 31, 1997 or within 15 days
43. after all contingencies met, whichever is later, unless such date is changed
44. in writing by Seller and Buyer, or otherwise extended as herein provided.
45. **7. POSSESSION:** The possession of the Property shall be delivered to Buyer (at closing) X (_____) subject to tenant's rights, if applicable, in its present condition, ordinary wear and tear excepted.
46. _____
47. Seller agrees to maintain the Property and related equipment in good condition until possession is delivered to Buyer.
48. **8. INSPECTIONS:** Inspections shall be handled in accordance with paragraph A and B
49. as set forth below: (Insert A and/or B or C)
50. **A. BUYER RESERVES THE RIGHT TO HAVE AN ENVIRONMENTAL INSPECTION.** Environmental inspections shall be made
51. within 60 days after offer is accepted by both parties with written reports delivered
52. to the Seller and Buyer within 5 days thereafter. Said inspections are to be at Buyer's expense by qualified inspectors or
53. contractors, selected by Buyer, with a written report showing no environmental problems or violations. Inspections may include but
54. are not limited to the presence of asbestos, hazardous and/or toxic materials, and underground storage tanks. If the Buyer does not make
55. a written objection to any problem(s) revealed in the report within 5 days of its receipt, the Property shall be deemed to be
56. acceptable. If the Buyer, in its reasonable discretion, believes that the inspection report reveals a major problem with the Property
57. and the Seller is unable or unwilling to remedy the problem to the Buyer's reasonable satisfaction, then this Agreement may be
58. terminated by the Buyer or such problem shall be waived by the Buyer and the transaction shall proceed towards closing.
59. **B. BUYER RESERVES THE RIGHT TO HAVE THE PROPERTY INSPECTED.** All inspections shall be made within 60
60. days after offer is accepted by both parties with written reports delivered to the Seller and Buyer within
61. 5 days thereafter. Said inspections are to be at Buyer's expense by qualified inspectors or contractors, selected by Buyer,
62. with a written report showing said items to be in satisfactory condition. Inspections may include but are not limited to the condition
63. of the following systems and components: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement,
64. crawl space, well, septic, other: _____
65. If the Buyer does not make a written objection to any problem(s) revealed in the report within 5 days of its receipt, the Property
66. shall be deemed to be acceptable. If the Buyer, in its reasonable discretion, believes that the inspection report reveals a major
67. problem with the Property and the Seller is unable or unwilling to remedy the problem to the Buyer's reasonable satisfaction, then
68. this Agreement may be terminated by the Buyer or such problem shall be waived by the Buyer and the transaction shall proceed
towards closing.
69. **C. BUYER HAS BEEN MADE AWARE THAT INDEPENDENT INSPECTIONS DISCLOSING THE CONDITION OF THE PROPERTY**
70. **ARE AVAILABLE AND HAS BEEN AFFORDED THE OPPORTUNITY TO REQUIRE AS A CONDITION OF THE AGREEMENT**
71. **THE ABOVE MENTIONED INSPECTIONS.** However, Buyer hereby waives inspections and relies upon the condition of the
72. Property based upon his own examination and releases the Seller, the Listing and Selling Brokers and all salespersons associated
73. with said Brokers from any and all liability relating to any defect or deficiency affecting the Property, which release shall survive the
74. closing.

DIGEST SHEET

TITLE OF ORDINANCE RESOLUTION

DEPARTMENT REQUESTING ORDINANCE PROPERTY MANAGEMENT

SYNOPSIS OF ORDINANCE: APPROVES PURCHASE OF FOUR (4) PARCELS OF
PROPERTY FOR THE FUTURE CONSTRUCTION OF NEW FIRE STATIONS TO SERVICE
ANNEXATION AREAS AND ONE (1) PARCEL IS FOR THE CONSTRUCTION OF A STREET
DEPARTMENT SUB-STATION.

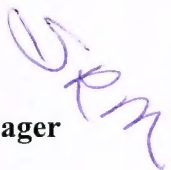
EFFECT OF PASSAGE PROPERTY WILL BE PURCHASED.

EFFECT OF NON-PASSAGE PROPERTY WILL NOT BE PURCHASED.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS)
ASSIGNED TO COMMITTEE (PRESIDENT) _____

MEMORANDUM

To: The Members of the Common Council

From: Sandra Maldeney
City Property Manager 

Subject: Property acquisitions for annexation commitments

Date: June 26, 1997

Five (5) property acquisitions were presented and approved by the Board of Works on April 30, 1997, of which four (4) will be new fire stations and one (1) a street department sub-station. These properties will be introduced on July 8 to City Council for your approval.

The properties listed below are being purchased to fulfill the City's obligation based on annexation commitments:

11330 Coldwater Road: Purchase price \$105,000. Two appraisals completed at an average of \$108,100. New fire station completed by 12/31/2002

Dupont Road Estates: Purchase price \$125,000. Two appraisals completed at an average of \$130,350. New fire station completed by 12/31/2002

Liberty Mills (24 at 69): Purchase price \$225,000. Two appraisals completed at an average of \$225,000. New fire station completed by 12/31/2004

Scott Rd./Covington Rd.: Original price was \$150,000. Two appraisals have been completed at an average of only \$101,500. The owner of the property has agreed to accept a purchase price of \$123,000. Our appraisers have been contacted to discuss their assessment of the property and the estimated value. Additionally, we have asked the owner of the property to hire his own appraiser to justify his asking price of \$123,000. Our City attorney, Dave Boyer, has advised that we can offer a price within \$5,000. of the asking price based on the argument that if we were to condemn the property, the expense of litigation could amount to \$5,000 or more. This property is an ideal location for a new fire station and property values in the southwest continue to skyrocket. The other Southwest property above will be purchased for \$225,000, considerably higher than Scott Rd. The new fire station will be completed by 12/31/2004 based on annexation commitments.

**Bass Road:
average of \$127,900.**

**Purchase price \$125,000. Two appraisals completed at an
Street Department annex by 12/31/2003**

I will be present at Council on July 15 for discussion and any questions you may have.

**cc: Paul Helmke
Greg Purcell
Payne Brown
Kathy Friend**

Read the first time in full and on motion by Crawford,
and duly adopted, read the second time by title and referred to the Committee on Finance, (and the City Plan Commission for recommendation)
and Public Hearing to be held after due legal notice, at the Common Council Conference
Room 128, City-County Building, Fort Wayne, Indiana, on _____,
the _____ day of _____, 19____, at _____
o'clock _____ M., E.S.T.

DATED: 7-8-97

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Schmidt,
and duly adopted, placed on its passage. PASSED LOST
by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>9</u>			
BENDER	<u>✓</u>			
CRAWFORD	<u>✓</u>			
EDMONDS	<u>✓</u>			
HALL	<u>✓</u>			
HAYHURST	<u>✓</u>			
HENRY	<u>✓</u>			
LUNSEY	<u>✓</u>			
RAVINE	<u>✓</u>			
SCHMIDT	<u>✓</u>			

DATED: 7-22-97

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana,
as (~~ANNEXATION~~) (~~APPROPRIATION~~) (GENERAL) (~~SPECIAL~~)

(~~ZONING~~) (~~ORDINANCE~~) RESOLUTION NO. R-42-97
on the 22nd day of July, 1997

ATTEST: Sandra E. Kennedy SEAL Thomas P. Henry
SANDRA E. KENNEDY, CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the
23rd day of July, 1997,
at the hour of 2:30 o'clock P. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 24th day
of July, 1997, at the hour of 4:00
o'clock _____ M., E.S.T.

PAUL HELMKE
PAUL HELMKE, MAYOR

BILL NO. R-97-07-04

REPORT OF THE COMMITTEE ON FINANCE

DONALD J. SCHMIDT - JOHN N. CRAWFORD - CO-CHAIR
ALL COUNCIL MEMBERS

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS
REFERRED AN ~~(ORDINANCE)~~ (RESOLUTION) approving the purchase
of certain real estate for the Fort Wayne Fire Department and Street
Department

HAVE HAD SAID ~~(ORDINANCE)~~ (RESOLUTION) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
~~(ORDINANCE)~~ (RESOLUTION) _____

DO PASS

DO NOT PASS

ABSTAIN

NO REC

DJ Schmidt

Debra Lee

John N. Crawford

Rebecca Lapine

John D. Hays

Thomas E. Hayburn

DATED: 7-22-97

Sandra E. Kennedy
City Clerk